

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Thomas F. Brennan III

Debtor(s)

PNC BANK, NATIONAL ASSOCIATION

Movant

vs.

Thomas F. Brennan III

Debtor(s)

Kenneth E. West

Trustee

CHAPTER 13

NO. 22-13325 PMM

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of July 14, 2023, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$2,591.30**. Post-petition funds received after July 14 2023 will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments: June 2023 through July 2023 at \$1,295.65/month  
**Total Post-Petition Arrears \$2,591.30**

2. Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on August 2023 and continuing through April 2024, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$1,295.65** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$287.92 for August 2023 through March 2024 and \$287.94 for April 2024** towards the arrearages on or before the last day of each month at the address below;

PNC Bank, N.A.  
Attn: Payment Services  
3232 Newmark Drive  
Miamisburg, OH 45342

b). The monthly post-petition payment due on August 1, 2023 is not included in this stipulation and remains due on August 1, 2023.

c). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: July 28, 2023

/s/ Denise Carlon , Esquire

Denise Carlon, Esquire  
Attorney for Movant

Date: 8/10/23



LAWRENCE S. RUBIN ESQUIRE  
Attorney for Debtor(s)

Date: 8/11/2023

/s/Jack Miller, Esquire for The Chapter 13 Trustee

Kenneth E. West  
Chapter 13 Trustee

*no objection to its terms,  
without prejudice to any of  
our rights and remedies*